BEFORE THE

PUBLIC SERVICE COMMISSION

OF SOUTH CAROLINA

In the Matter of: Petition for Arbitration of Interconnection Agreement Between BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina and Sprint Spectrum L.P., Nextel South Corp., and NPCR, Inc. d/b/a Nextel Partners	)))))))	Docket No. 2010-154-C
In the Matter of: Petition for Arbitration of Interconnection Agreement Between BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina and Sprint Communications Company L.P.	))))))	Docket No. 2010-155-C

JOINT RESPONSE OF SPRINT SPECTRUM, L.P. D/B/A SPRINT PCS, NEXTEL SOUTH CORP., NPCR, INC. D/B/A NEXTEL PARTNERS AND SPRINT COMMUNICATIONS COMPANY L.P. TO BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T SOUTH CAROLINA'S DUPLICATIVE PETITIONS FOR SECTION 252(b) ARBITRATION

COME NOW Sprint Spectrum L.P. d/b/a Sprint PCS ("Sprint PCS"), Nextel South Corp. ("Nextel" or "Nextel South"), NPCR, Inc. d/b/a Nextel Partners ("Nextel Partners"), and Sprint Communications Company L.P. (collectively, "Sprint"), pursuant to 47 U.S.C. § 252(b)(3), and respectfully submit this *Joint Response* to the duplicative Petitions[1] filed by BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina ("AT&T" or "AT&T South Carolina") in

[1] *See and cf.*: *Petition For Arbitration of Interconnection Agreement Between BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina and Sprint Spectrum L.P., Nextel South Corp., and NPCR, Inc. d/b/a Nextel Partners*, SCPSC Docket No. 2010-154-C (April 23, 2010) ("Wireless Petition"); and *Petition For Arbitration of Interconnection Agreement Between BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina and Sprint Communications Company L.P.*, SCPSC Docket No. 2010-155-C (April 23, 2010) ("Wireline Petition").

the respective, above-captioned matters pending before the Public Service Commission of South Carolina ("Commission" or "SCPSC").[2]

I.

INTRODUCTION

Sprint PCS, Nextel, Nextel Partners and Sprint Communications Company L.P. are affiliated subsidiaries under the same parent, Sprint Nextel Corporation. Sprint PCS, Nextel and Nextel Partners (collectively the "Sprint wireless" entities) provide wireless service pursuant to licenses issued by the Federal Communications Commission ("FCC"). Sprint Communications Company L.P. provides telecommunications services in South Carolina as an authorized competitive local exchange carrier ("Sprint CLEC").[3] Collectively, the Sprint wireless entities and Sprint CLEC are referred to in this *Joint Response* as "Sprint." For the reasons set forth below, and consistent with Sprint's contemporaneously filed *Motion to Consolidate*, Sprint respectfully requests the Commission do the following:

---

[2] The interconnection agreement to be arbitrated and approved in South Carolina is a "regional" agreement that will be used by the parties throughout AT&T's southeastern legacy BellSouth 9-State region. Therefore, re-negotiations have touched, and parallel arbitrations are anticipated to be commenced within, all nine of the legacy BellSouth states. As of the filing of Sprint's *Joint Response* and contemporaneously filed *Motion to Consolidate*, AT&T has filed substantively identical, duplicative petitions for arbitration in: Kentucky, KPSC Case Nos. 2010-00061 and 2010-00062; Tennessee, TRA Docket Nos. 10-00042 and 10-00043; Florida, Docket Nos. 1000176-TP and 1000177-TP; North Carolina, NCUC Docket Nos. P-55, Sub 1805 and P-55, Sub 1806; Georgia Docket Nos. 31691 and 31692; Mississippi, Docket Nos. 10-AD-169 and 10-AD-170; Louisiana, Docket Nos. U-31349 and U-31350; and South Carolina. Subsequent to the March 9, 2010, filing of Sprint's *Joint Response* and *Motion to Consolidate* in the Kentucky proceedings and within a week and a few days of the submission of AT&T's petitions for arbitration in Florida on April 9, 2010, the parties recently re-engaged in good faith negotiations. Sprint remains hopeful that such negotiations will address some, though likely not all, of the concerns and issues raised by Sprint in this *Joint Response*. Notwithstanding such ongoing and potentially fruitful negotiations, Sprint is obligated, under the Act, to respond to AT&T's petitions on record with the Commission as submitted to the SCPSC on April 23rd. Sprint has, however, attempted to identify those issues that have been tentatively RESOLVED (subject to final confirmation and, in general, the 1 vs. 2 contract issue further described herein). To the extent these current negotiations resolve any of the pending disputed threshold issues, any of the contractual disputed issues, or both, the parties will appropriately notify the Commission of the same.

[3] Sprint Communications Company L. P. also provides interexchange services in South Carolina, but those services are not at issue in these proceedings.

1) Consolidate Docket Nos. 2010-154-C and 2010-155-C for all purposes;

2) Require the parties to further confer, create and file a consolidated wireless/wireline issues matrix/decision point list ("Consolidated Joint DPL") by a specified date (or such further additional date as may be reasonably necessary and mutually requested by the parties). The Commission should require that such Consolidated Joint DPL include, among other things, a side-by-side presentation of respectively proposed disputed contract language and positions, and affirmatively identify those contract provisions that: (a) either party contends should be different as between the Sprint entities based upon the technology used by Sprint in providing its services; and (b) are neither in dispute or have otherwise been resolved;

3) Direct the parties to continue good faith negotiations up to the consolidated arbitration hearing date; and

4) Direct the parties to inform the Commission within forty-five (45) days after the submission of the Consolidated Joint DPL regarding the further resolution of any outstanding issues.

II.

BACKGROUND

Sprint's existing interconnection agreement with AT&T (the "Sprint ICA") enables interconnection between both Sprint's wireless networks and CLEC network, and AT&T's incumbent local exchange carrier ("ILEC") network. Anticipating expiration of the Sprint ICA, under which each of the Sprint entities ─ wireless and wireline ─ and AT&T currently interconnect, Sprint sent AT&T a collective request to negotiate a new ICA that used the existing Sprint ICA (applicable to all Sprint entities- wireless and wireline) as the starting point for such negotiations. That request was intended to obtain the benefit of the AT&T and BellSouth 2006 promise to the FCC that if permitted to merge, then the new AT&T ILECs would in the future

reduce transaction costs associated with interconnection agreements.[4] Despite that promise, AT&T embarked on a strategy that *doubles* rather than *reduces* the costs to the parties, and the administrative burden to the SCPSC, to establish a new ICA between Sprint and AT&T.

AT&T Merger Commitment No. 3 provides that "[t]he AT&T/BellSouth ILECs shall allow a requesting telecommunications carrier to use its pre-existing interconnection agreement as the starting point for negotiating a new agreement." AT&T disregarded that commitment by rejecting a targeted negotiation and arbitration that could have served to "update" the Sprint ICA.[5] Indeed, it would have been rational and economical to address industry changes that are driving a transition away from distinctly traditional end-to-end, circuit-switched telecommunications networks and towards unified communication networks, including those that use evolving Internet protocol ("IP") technologies. Instead, AT&T is attempting to compel Sprint to have two traditional-type ICAs with AT&T, *i.e.*, a wireless-only ICA and a wireline-only ICA. In light of the evolution away from traditional circuit-switched networks, it is purely habitual for AT&T to require separate agreements, particularly when such agreements should be substantially more alike than different.

Sprint is entitled to one ICA with AT&T that supports unified interconnection arrangements and the exchange of all interconnection traffic – telecommunications and

[4] *See In the Matter of AT&T Inc. and BellSouth Corporation Application for Transfer of Control,* Memorandum Opinion and Order, 22 FCC Rcd 5662, APPENDIX F, "Reducing Transaction Costs Associated with Interconnection Agreements" paragraph No. 3 ("AT&T Merger Commitment No. 3").

[5] *See and compare In Re: Petition of Sprint Communications Company L.P. and Sprint Spectrum, L.P. d/b/a Sprint PCS for Arbitration of Rates, Terms and Conditions of Interconnection with BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina d/b/a AT&T Southeast*, SCPSC Docket No. 2007-215-C, to *Wireless Petition* and *Wireline Petition*.

information services traffic exchanged over the same arrangements,[6] be it wireless, wireline and/or IP-enabled traffic – between Sprint and AT&T. Alternatively, even if the parties were to ultimately use the "form" of two contracts, Sprint is still entitled to consistent and non-discriminatory terms and conditions in any ICA(s) it enters into with AT&T, except in very limited areas where either Sprint may consent to (or the FCC has expressly provided for) disparate treatment based upon "wireless" or "wireline" telecommunications concepts. Whether one or two contracts are used, the vast majority of the language in each contract must be the same so that Sprint continues to have unified interconnection arrangements under which it can exchange all interconnection traffic with AT&T.

Against that background, AT&T failed to advise the Commission of the entire scope of the parties' unresolved issues (including the one vs. two contract issue) that have contributed to the mass of unresolved issues. Instead, AT&T unilaterally filed duplicative Petitions in an attempt to predetermine the one vs. two contract issue. In addition to duplication, a fundamental problem with AT&T's actions is its refusal to affirmatively identify and justify, on a side-by-side, issue-by-issue and language-specific basis within a consolidated DPL, all of the differential treatment that it seeks to impose upon Sprint. The duplication and complication caused by AT&T's approach translates into a direct waste of the parties' and the Commission's time and resources. The alternative, which Sprint supports, is a consolidated proceeding that requires affirmative, side-by-side comparisons and justification of any AT&T differential treatment as to the different Sprint entities. For the reasons set forth above, and explained in greater detail below, Sprint asserts that a reasonable path forward should include the following: (1) the prompt consolidation of Docket Nos. 2010-154-C and 2010-155-C for all purposes; (2) the parties

[6] *See* 47 C.F.R. § 51.100(b) ("A telecommunications carrier that has interconnected or gained access under sections 251(a)(1), 251(c)(2), or 251(c)(3) of the Act, may offer information services through the same arrangement so long as it is offering telecommunications services through the same arrangement as well.").

conferring, creating and filing a Consolidated Joint DPL by a specified date (or such further additional date as may be reasonably necessary and mutually requested by the parties), which Consolidated Joint DPL should include, among other things, a side-by-side presentation of respectively proposed disputed contract language and positions, and affirmatively identify those contract provisions that: (a) either party contends should be different as between the Sprint entities based upon the technology used by Sprint in providing its services; and (b) are neither in dispute or have otherwise been resolved; (3) the parties continuing to negotiate in good faith; and (4) the parties informing the Commission within forty-five (45) days after the submission of the Consolidated Joint DPL regarding the further resolution of any outstanding issues.

A. Initiation of Negotiations and Significance of the One vs. Two Contract Issue.

The Sprint ICA that Sprint PCS, Sprint CLEC and AT&T operate under is a SCPSC-approved three party agreement that became effective in January, 2001. Pursuant to further Commission approval, Nextel and Nextel Partners adopted the Sprint ICA as their ICAs with AT&T, effective October 22, 2008.[7] In the summer of 2009, Sprint sent AT&T written notice to initiate negotiations for a new agreement, which expressly stated:

> Pursuant to Sections 251, 252 and 332 of the Communications Act of 1934, as amended ("Act"), General Terms and Conditions – Part A Section 3 of the parties' current interconnection agreements ("Section 3"), **and AT&T Merger Commitment No. 3**[ ], Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners (collectively "Sprint") request commencement of interconnection negotiations ***for a Subsequent Agreement*** (as defined in Section 3) with BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina ("AT&T") using the

[7] *See* SCPSC Docket Nos. 2007-255-C and 2007-256-C, *Petition for Approval of Nextel South Corp.'s Adoption of the Interconnection Agreement between Sprint Communications Company L.P., Sprint Spectrum, L.P. d/b/a Sprint PCS and BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina d/b/a AT&T Southeast*; *Petition for Approval of NPCR, Inc. d/b/a Nextel Partners' Adoption of the Interconnection Agreement between Sprint Communications Company L.P., Sprint Spectrum, L.P. d/b/a Sprint PCS and BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina d/b/a AT&T Southeast,* Order Denying Motions to Reconsider, Clarifying Date for Adoption of, and Approving Interconnection Adoption Agreements (issued May 5, 2009).

> parties' pre-existing South Carolina interconnection agreement ("South Carolina ICA") as the starting point for such negotiations. [Emphasis added].[8]

Consistent with AT&T Merger Commitment No. 3, and the outcomes in, and to the extent applicable, Commission Orders in SCPSC Docket Nos. 2007-215-C, and 2007-255-C and 2007-256-C, Sprint expected AT&T to respond with targeted edits to the existing Sprint ICA directed at specific subjects that might reasonably need updating based upon evolving industry interconnection-related developments. Such a common-sense approach would have been the springboard for efficient, good-faith negotiations to either reach a new ICA or identify a reasonable volume of truly substantive unresolved issues for arbitration. Rather than pursue targeted edits to the existing Sprint ICA, however, AT&T separated the Sprint ICA into two redlined agreements (*i.e.,* a "wireless" ICA redlined agreement that AT&T directed to Sprint for its wireless entities and a "wireline" ICA redlined agreement that AT&T directed to Sprint for its CLEC) in furtherance of AT&T's effort to force Sprint into the use of two separate and distinct ICAs.

AT&T's redlined agreements essentially reflected AT&T's "starting point" to be AT&T's new 22-state generic terms and conditions for both the wireless ICA and the wireline ICA. Although Sprint has identified numerous inconsistencies, AT&T has neither affirmatively identified exactly where all the differences exist in its two redlined agreements nor eliminated inconsistencies between the two agreements in sections of general applicability. Instead, AT&T left it to Sprint to ferret out any and all differences created by AT&T's improper division of the Sprint ICA no matter how small, large, significant or insignificant and turn them into "issues for arbitration." Unfortunately, the tedious, duplicative, and complicated reviews that emanated from AT&T's effort to unilaterally impose separate contracts without identifying and justifying

[8] *See* Sprint contract negotiator Fred Broughton's September 16, 2009 letter to AT&T contract negotiators Lynn Allen-Flood and Randy Ham, a copy of which is attached hereto as **SPRINT EXHIBIT 1**.

any differing treatment in its redlines of either agreement hampered good-faith pre-petition negotiations as to any substantive, meaningful issues prior to March 24, 2010. In fact, AT&T's approach hindered the parties' ability to efficiently and effectively outline for the Commission at the outset of these proceedings a meaningful and workable list of substantive outstanding disputed issues remaining for arbitration, which hindrance resulted in the currently still-voluminous and unworkable duplicative disputed points lists ("DPLs") that would similarly hinder the Commission's ability to efficiently and effectively resolve the real disputes between the parties.

Pursuant to the Act,[9] it is well-settled that Sprint is entitled to interconnection arrangements that enable, among other things:

> (1) Efficient and appropriately priced network interconnections for, and the exchange of traffic associated with, both telecommunications services and information services;[10] and
>
> (2) Sprint's ability to use such interconnection arrangements to provide any services that Sprint is legally allowed to provide to its customers (*e.g.*, wholesale interconnection services to other carriers).[11]

There is no legal basis for AT&T to restrain Sprint's rights to obtain and use interconnection arrangements for either of the above purposes based upon whether Sprint uses wireless or wireline technology to provide services to Sprint's retail or wholesale customers. While there are a handful of interconnection-related issues that may require different treatment based on

---

[9] *See generally,* the Communications Act of 1934, as amended (the "Act"), 47 U.S.C. §§ 251, 252, 332 and the FCC's Rules implementing such provisions of the Act.

[10] *See* 47 C.F.R. § 51.100(b).

[11] *See In the Matter of: Time Warner Cable Request for Declaratory Ruling that Competitive Local Exchange Carriers May Obtain Interconnection Under Section 251 of the Communications Act of 1934, as Amended, to Provide Wholesale Telecommunications Services to VoIP Providers*, Memorandum Opinion And Order, WC Docket No. 06-55, 22 FCC Rcd 3513 (Mar. 1, 2007).

whether Sprint is providing traditional wireless or wireline telecommunications services,[12] the existence of the Commission-approved Sprint ICA demonstrates that such issues can be easily and clearly addressed in a single ICA through the use of limited "wireless-specific" or "CLEC-specific" provisions.

Based on the foregoing, Sprint's position is simple: absent Sprint's consent as the requesting carrier or FCC authorization as to a specific issue, it is not appropriate for AT&T to impose different contract treatment and/or language on Sprint (in either one or two separate contracts) based on the identity of, or the technology used, by a given Sprint entity. Sprint is entitled to a single ICA with AT&T; and, even if two ICAs were determined by the Commission to be required, Sprint is entitled to identical language in each ICA with any technology-related differences specified within applicable provisions of each ICA. AT&T's attempt to force separate agreements upon Sprint, without identifying and justifying the differences in its positions, perpetuates inconsistent and discriminatory treatment by AT&T in its dealings with Sprint (as well as with other competing multi-technology carriers). As discussed in Sprint's *Motion to Consolidate*, AT&T's tactic is wasteful and could result in inconsistent resolutions as to any number of issues.

Pursuant to 47 U.S.C. § 251(c), and as the Commission has long recognized, AT&T has multiple duties to provide interconnection-related services at rates and on terms and conditions that are just, reasonable, and nondiscriminatory. A few examples of the duplication and inconsistencies that existed in AT&T's two redlined agreements and resulting filed DPLs / proposed contract language are further identified in the next section of this *Joint Response*. It is not fair, just, reasonable, or otherwise consistent with the Act's consumer-oriented, anti-

[12] *See, e.g.*, 47 C.F.R. § 51.701(b)(1) and (b)(2) (regarding the use of different calling scopes for telecommunications traffic subject to reciprocal compensation, and restrictions regarding the use of unbundled network elements for solely wireless purposes).

discrimination policies to require Sprint or the Commission to ferret out all of the AT&T inconsistencies *which may, or may not* exist as a result of AT&T's view of what it can do under any concept of "justifiable" discrimination. If AT&T seeks to impose inconsistent or discriminatory treatment upon Sprint entities pursuant to different contract terms and conditions, the burden falls squarely upon AT&T to clearly and affirmatively identify and justify the basis for any differential treatment and/or language that it proposes, including whether or not such differences are based upon Sprint's use of wireless or wireline technology. Under AT&T's approach of duplicative petitions without identification or justification for any differential treatment between the various Sprint entities, this burden has been thrust upon Sprint and the Commission.

B. Unnecessary Duplication and Inexplicable Inconsistencies in AT&T's Approach.

Prior to filing its two separate Petitions, AT&T knew Sprint's position that any arbitration DPL matrix needed to fairly present: (1) *all issues in the same DPL*, regardless of how AT&T might seek to characterize a given issue as a "wireless" or "wireline" issue; (2) the parties' respective proposed language presented on a "side-by-side" basis; and (3) all undisputed or previously disputed but resolved language to ensure accurate documentation of what is "resolved" between the parties or remains disputed and, therefore, "unresolved." Sprint provided AT&T a draft DPL, which included Sprint's populated information as of that time and which demonstrated exactly how this could be done. AT&T unilaterally rejected Sprint's approach of a consolidated DPL and, instead, filed its two separate DPLs. As to the DPLs that it did file, AT&T only incorporated some, but not all, of Sprint's identified disputed issues and provided materials.

AT&T's DPLs are not consistent in how they present competing language, in some places showing competing language as "stacked" (resulting in competing provisions being

visually separated, thereby hindering comparison to confirm either accuracy or substantive differences between provisions), and in other sections showing differences only through "inter-lineated" text comparison. Neither AT&T approach provides a simple side-by-side comparison of competing language *in context*. Additionally, neither AT&T DPL expressly identifies all of the provisions where affirmative resolution appears to exist based on either party's acceptance of the other's proposed language or position. Further, the inconsistencies in AT&T's DPLs are not limited to problems of mere presentation of disputed language or lack of identification of resolved language. Even a cursory review of AT&T's separate DPLs confirms that AT&T took inexplicably inconsistent positions as to *the same Sprint-proposed contract language even in the absence of any potential wireless vs. wireline concerns.*

Attached hereto as **SPRINT EXHIBIT 2** is Sprint's proposed DPL format, which, as further explained below, remains a work-in-progress in light of the parties' now-ongoing negotiations. All of the issues contained in **SPRINT EXHIBIT 2** were provided to AT&T on February 2, 2010. Pursuant to the parties' agreement, all Sprint material provided by April 14, 2010 was to be incorporated into the South Carolina arbitration petition to be filed by AT&T. **SPRINT EXHIBIT 2** further reflects (1) subsequent cosmetic edits and added cross-references within Sprint's proposed issues to each of AT&T's DPLs, and (2) tentatively RESOLVED items based upon the ongoing negotiations (which also remain subject to final confirmation as well as the overall issue 2 "one vs. two contract issue"). Further, some undisputed language may continue to be shown as disputed in this Exhibit where it remains contained within broader still-disputed contract provisions. Ultimately, a final DPL should reflect the actual remaining open disputed issues for arbitration upon completion of negotiations.

Setting aside the one vs. two contract issue for a moment, a very simple example of the AT&T inconsistencies is demonstrated by a comparison of the title and initial subsection language identified in the very first disputed language issues: AT&T wireless issue 1a ("How should Purpose be described?"); AT&T wireline issue 1a. ("How should Purpose and Scope be described?"); and, Sprint issue 5 (wherein Sprint agrees to use the AT&T wireline issue "How should Purpose and Scope be described?"). While Sprint proposes the same title and subsection language regardless of whether 1 or 2 contracts is ultimately required, and there is no technology-based justification for any difference in this provision, AT&T proposes different titles and subsection language:

AT&T Wireless DPL Issue 1a. "How should Purpose be described?"	AT&T Wireline DPL Issue 1a. "How should Purpose and Scope be described?"	Sprint DPL corresponding Issue 5, "How should Purpose and Scope be describe?"
1. Purpose This Agreement specifies the rights and obligations of the parties with respect to the **establishment of local interconnection.** … .	***1. Purpose and Scope*** ***1.1*** This Agreement specifies the rights and obligations of the parties with respect to the implementation of their respective duties under **Sections 251 and 252** of the Act. … .	**1. Purpose *and Scope*** ***1.1*** This Agreement specifies the rights and obligations of the Parties with respect to the ***implementation of their respective duties under the Act.*** … .

What makes AT&T's use of different language at this point even more perplexing, is that a) AT&T's respective wireless and wireline DPL "Position" statements provide no explanation for the differences but are, instead, virtually identical, and b) appear to be explicitly premised on the use of the phrase "Sections 251 and 251" in AT&T's wireline language which does *not* even

appear in AT&T's proposed wireless contract language.[13] Neither Sprint nor the Commission should ever be required to guess why any difference may exist in AT&T language proposed for a wireless carrier vs. language it proposes for a wireline carrier, much less why a difference exist when there clearly should be none. Whatever the reason between AT&T's inconsistent positions on the very same issue, the result is an unnecessary duplication and complication of the negotiation and arbitration process. It is unreasonable to expect Sprint to not only propose its own redlines that clearly differentiate where technology-based differences may be applicable, but also to rationalize differences in AT&T's materials that exist for no apparent reason.

Mapping each Sprint issue to its respective location in the AT&T Wireline and Wireless DPLs confirms that almost every Sprint issue is present in both Docket No. 2010-154-C and Docket No. 2010-155-C.[14] The following is a non-exhaustive summary of examples of various actions that AT&T appears to have taken/not taken as to Sprint issues, which further demonstrates the need for all of Sprint's issues to be addressed in one proceeding, through the use of one DPL to ensure consistency in issue-specific considerations and ultimate resolution:

- AT&T does not acknowledge and include the following Sprint-identified and unresolved Preliminary Issues in either of AT&T's DPLs:

    1. Have the parties had adequate time to engage in good faith negotiations?

    2. When can AT&T require Sprint Affiliated entities to have different contract provisions regarding the same Issues, or even entirely separate Agreements, based upon the technology used by a given Sprint entity?

[13] *See and cf.* "AT&T Position" in its Wireless DPL and Wireline DPL which each assert "It is important to include Sections 251 and 252 of the Act; otherwise, the term Act is too broad to be covered under this Agreement", even though such language is not even in AT&T's proposed wireless contract language for this section.

[14] *See, e.g.,* **SPRINT EXHIBIT 2**, General Terms and Conditions ("GTC") Part B collective definitions Issue 32, such as "Interconnection Facilities" which cross-reference identifies same definitional dispute to exist in both AT&T Wireless and Wireline DPLs; and substantive issues, such as **SPRINT EXHIBIT 2**, Attachment 3, Issue 4 regarding "Methods of Interconnection" which cross-reference maps the same Issue to AT&T Wireless Attachment 3, Issues 3 and 4, and AT&T Wireline Attachment 3, Issue 3.

3. Should defined terms not only be consistent with the law, but also consistently used through the entire Agreement?

- As to various definitions and contract provisions, AT&T appears to have accepted Sprint's proposed language or deletions, but does not note such items as "Resolved" in its DPLs.[15] Instead, AT&T appears to have intended to show such language in plain text in its proposed contract documents. The problem is that without a clear DPL indication as to what is "Resolved," ambiguities arise as to whether plain text language truly reflects agreed to "Resolved" language or not, as demonstrated by further categories below.

- There are numerous instances where, if a term may ultimately be determined to be necessary, in light of Sprint's position that it is entitled to unified interconnection arrangements, such terms may need to be included in the parties' ultimate contract(s) whether one contract or two may be used, but AT&T only includes a given provision in either its Wireline or Wireless DPL/proposed language, but not in both.[16]

- AT&T takes inconsistent positions between its two DPLs as to Sprint language.[17]

- AT&T fails to accurately depict Sprint language in one of its DPLs.[18]

It is premature and cumbersome to deal with proposed contract documents, as well as a DPL. However, requiring the parties to use and populate a side-by-side presentation of the parties' respective language in a single DPL will further a fair and simple airing of the issues in five ways. First, it will force AT&T to identify and reconcile inconsistencies as between

[15] *See, e.g.,* **SPRINT EXHIBIT 2**, Sprint Attachment 3, Issue 15. This Sprint Issue referred to two items, Dialing Parity and AT&T's "Attachment 3a – Out of Exchange-LEC". AT&T's plain text reflects the Dialing Parity language, but the Attachment 3a issue is still disputed.

[16] *See, e.g.* **SPRINT EXHIBIT 2** GTC, Part B, collective definitions Issue 32, such as "IntraMTA" or "InterMTA Traffic" as to which AT&T includes the term in its wireless DPL but not in its wireline DPL.

[17] *See, e.g.* **SPRINT EXHIBIT 2**, Attachment 3, Issue 3 Section 2.1 language regarding AT&T providing Interconnection at any Technically Feasible point *and cf.* AT&T wireless Attachment 3 Issue 3 which disputes Sprint Section 2.1 language and AT&T wireline Attachment 3 which accepts the same Sprint Attachment 3 Section 2.1 language.

[18] **SPRINT EXHIBIT 2**, Attachment 3, Issues 16 and 17 regarding whether there need to be two or more "Authorized Service traffic categories" and, depending on the answer to that question, how to describe the necessary categories, and *see and cf.* AT&T Wireless Attachment 3 Issue 14 and Wireline Attachment 3 Issue 14, but note that the Wireline DPL Issue 14 does not accurately depict Sprint's language.

AT&T's own positions regarding the same language. Second, it will force AT&T to identify and justify those instances where AT&T contends it is entitled to impose different treatment upon different Sprint entities. Third, it will force the parties to use a consolidated document that each would be entitled to review before such document is ever filed with the Commission. Fourth, it will force the parties to avoid any ambiguity over what has or has not been agreed to by requiring them to clearly document (a) the confirmed "resolved" language between the parties, and (b) any remaining disputed, "unresolved" language between the parties on a side-by-side basis to permit review of such language. And fifth, it will narrow and focus the issues that the Commission must resolve, which would also substantially ease the administrative burden upon the Commission.

C. Sprint's Preliminary Issues and a Proposed Path Forward.

Pursuant to 47 U.S.C. § 252(b)(2), AT&T had a duty to include in any petition it filed: "(i) the unresolved issues; (ii) the position of each of the parties with respect to those issues; and, (iii) any other issue discussed and resolved by the parties." The parties did not discuss, much less ever agree upon, AT&T filing two separate petitions in any of the nine states. And, Sprint never authorized AT&T to leave anything out, much less leave out the following three Sprint pre-filing identified and unresolved Preliminary Issues:

1. Have the parties had adequate time to engage in good faith negotiations?
2. When can AT&T require Sprint Affiliated entities to have different contract provisions regarding the same Issues, or even entirely separate Agreements, based upon the technology used by a given Sprint entity?
3. Should defined terms not only be consistent with the law, but also consistently used through the entire Agreement?

Sprint's first Preliminary Issue exists because, as a practical matter, prior to March 24, 2010, there had been little substantive negotiation due to the sheer effort in dealing with AT&T's

duplicative, inconsistent redlined agreements. AT&T has yet to agree to a consolidated DPL presentation that will drive such inconsistencies out of the process and enable a side-by-side comparison of disputed language by the SCPSC *in context*. If, on the other hand, the parties are required to use a Consolidated Joint DPL, it is very likely that a large volume of "disputed" issues may be eliminated, which could lead to real negotiation and a more limited, manageable volume of remaining unresolved "core" issues.

Sprint's second Preliminary Issue is the one vs. two contract issue that AT&T sought to predetermine by filing separate wireline and wireless arbitration petitions. Sprint's third Preliminary Issue exists for the purpose of driving consistency into whatever agreement(s) ultimately control(s) the parties' relationship.

By its actions, AT&T has attempted to force a predetermination that Sprint is not entitled to either: (a) a single ICA between Sprint and AT&T; or (b) two contracts that are essentially identical in order to support the principles of unified, non-discriminatory interconnection between Sprint and AT&T, regardless of the technology Sprint may use to provide its services. The parties and the Commission are entitled to a non-duplicative, complete and open presentation of the issues that promotes a prompt and consistent, Act-compliant resolution. Sprint submits that a reasonable approach to moving forward to reach such a resolution is Commission action that:

- Consolidates Docket Nos. 2010-154-C and 2010-155-C for all purposes;
- Requires the parties to further confer, create and file a Consolidated Joint DPL by a specified date (or such further additional date as may be reasonably necessary and mutually requested by the parties) that includes, among other things, a side-by-side presentation of respectively proposed disputed contract language and positions, and affirmatively identifies those contract provisions that: (a) either party contends should be different as between the Sprint entities based upon the technology used by Sprint in

providing its services; and (b) are neither in dispute or have otherwise been resolved;

- Directs the parties to continue good faith negotiations up to the consolidated arbitration hearing date; and

- Directs the parties to inform the Commission within forty-five (45) days after the submission of the Consolidated Joint DPL regarding the further resolution of any outstanding issues.

III.

SPRINT'S JOINT RESPONSE TO ALLEGATIONS SET FORTH IN AT&T'S WIRELESS AND WIRELINE PETITION NUMBERED PARAGRAPHS

Notwithstanding the fact that AT&T has filed two separate Petitions, Sprint made a collective request to negotiate with AT&T for one Subsequent Agreement (as that term is defined in General Terms and Conditions – Part A, Section 3 of the parties' current ICA).[19] Aside from the allegations in each Petition that identify the respective Sprint entities, and AT&T's split of "Sprint" into "Sprint CMRS" and "Sprint CLEC", the substantive allegations contained in each AT&T Petition are identical. For the sake of clarity and ease of reference, Sprint has repeated each AT&T allegation below, specifically identifying the corresponding Petition paragraph numbering and AT&T's Sprint-party name distinctions, and providing Sprint's collective response to each of AT&T's numbered paragraph allegations:

[19] *See* Sprint contract negotiator Fred Broughton's September 16, 2009 letter to AT&T contract negotiators Lynn Allen-Flood and Randy Ham, a copy of which is attached hereto as **SPRINT EXHIBIT 1** and expressly states:

> Pursuant to Sections 251, 252 and 332 of the Communications Act of 1934, as amended ("Act"), General Terms and Conditions – Part A Section 3 of the parties' current interconnection agreements ("Section 3"), and AT&T Merger Commitment No. 3[ ], Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners (collectively "Sprint") request commencement of interconnection negotiations ***for a Subsequent Agreement*** (as defined in Section 3) with BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina ("AT&T") using the parties' pre-existing South Carolina interconnection agreement ("South Carolina ICA") as the starting point for such negotiations. [Emphasis added].

A. STATEMENT OF FACTS

Wireless Pet. ¶ 1 / Wireline Pet. ¶ 1: AT&T South Carolina is a corporation organized and existing under the laws of the State of Georgia, maintaining its principal place of business in Georgia. AT&T South Carolina's main offices in the State of South Carolina are at 1600 Williams Street, Columbia, South Carolina. AT&T South Carolina is an incumbent local exchange carrier ("ILEC") as defined in 47 U.S.C. § 251(h) and is certified to provide telecommunications services in the State of South Carolina.

Sprint Joint Response: Sprint admits the allegations contained in Wireless Pet. ¶ 1 / Wireline Pet. ¶ 1.

Wireless Pet. ¶ 2: Sprint Spectrum L.P. ("Sprint PCS") is a Delaware limited partnership and acts as agent and General Partner for WirelessCo, L.P., a Delaware limited partnership, and SprintCom, Inc., a Kansas corporation, and certain other entities.

Sprint Joint Response: Sprint admits the allegations contained in Wireless Pet. ¶ 2.

Wireless Pet. ¶ 3: Nextel South Corp. ("Nextel South") is a Delaware corporation.

Sprint Joint Response: Sprint denies the allegations contained in Wireless Pet. ¶ 3, and affirmatively states that Nextel South Corp. is a Georgia corporation.

Wireless Pet. ¶ 4: NPCR, Inc. d/b/a Nextel Partners ("Nextel Partners") is a Delaware Corporation.

Sprint Joint Response: Sprint admits the allegations contained in Wireless Pet. ¶ 4.

Wireless Pet. ¶ 5: Sprint PCS, Nextel South and Nextel Partners are providers of commercial mobile radio service ("CMRS") and are authorized to provide telecommunications service in South Carolina. Each is a "telecommunications carrier" under the 1996 Act with its principal place of business at 6200 Sprint Parkway, Overland Park, Kansas 66251.

Sprint Joint Response: Sprint admits the allegations in Wireless Pet. ¶ 5 that Sprint PCS, Nextel South and Nextel Partners are providers of CMRS, that each provide telecommunications service in South Carolina, and that each is a "telecommunications carrier" under the Act with its principal place of business at 6200 Sprint Parkway, Overland Park, Kansas 66251. Sprint further affirmatively states that Sprint PCS, Nextel South and Nextel Partners provide wireless service in South Carolina pursuant to licenses issued by the FCC, and that they are each parties to or have adopted the Sprint ICA as approved by the Commission pursuant to the Act.

Wireline Pet. ¶ 2: Sprint CLEC, a Delaware limited partnership, is a competitive local exchange carrier under the 1996 Act and is authorized by the Commission to provide telecommunications service in South Carolina. Sprint CLEC is a "telecommunications carrier" under the 1996 Act and its principal place of business is 6200 Sprint Parkway, Overland Park, Kansas 66251.

Sprint Joint Response: Sprint admits the allegations contained in Wireline Pet. ¶ 2.

Wireless Pet. ¶ 6 / Wireline Pet. ¶ 3: AT&T South Carolina and [**Sprint PCS / Sprint CLEC**] are currently parties to an ICA that was initially approved July 9, 2002, by the Commission in Docket No. 2000-23-C, and, by mutual agreement, was amended from time to

time. The amendments were filed with the Commission and approved either by the Commission or by operation of law pursuant to 47 U.S.C. Sec. 252(e)(4). That ICA was subsequently extended by Commission Order No. 2008-27 dated January 23, 2008, in Docket No. 2007-215-C, and its term expired on March 19, 2010. Pursuant to the terms of the ICA, however, the ICA remains in effect after its term expires (assuming no termination for breach of the ICA or otherwise) until a new ICA is negotiated and signed by the parties.

Sprint Joint Response: Sprint admits the allegations contained in the first sentence, the second sentence and that portion of the third sentence in Wireless Pet. ¶ 6/ Wireline Pet. ¶ 3 leading up to and including the phrase "Docket No. 2007-215-C". Sprint affirmatively states that the ICA referred to in Wireless Pet. ¶ 6/ Wireline Pet. ¶ 3 is the same ICA referred to throughout this *Joint Response* as the Sprint ICA, and to which AT&T, Sprint PCS and Sprint CLEC are all parties; that the most recent multi-year term of the Sprint ICA expired on March 19, 2010, but the agreement continues as provided therein on a month-to-month basis until a Subsequent Agreement becomes effective; and that Sprint denies the remaining allegations contained in Wireless Pet. ¶ 6/ Wireline Pet. ¶ 3.

Wireless Pet. ¶ 7: AT&T South Carolina and Nextel South are currently parties to an ICA that was adopted by Nextel South, pursuant to the Commission's Order No. 2008-649 dated October 22, 2008, in Docket No. 2007-255-C. The ICA's term expired on March 19, 2010. Pursuant to the terms of the ICA, however, the ICA remains in effect after its term expires (assuming no termination for breach of the ICA or otherwise) until a new ICA is negotiated and signed by the parties.

Sprint Joint Response: Sprint admits the allegations contained in the first sentence in Wireless Pet. ¶ 7. Sprint further affirmatively states that the "adopted" ICA referred to in Wireless Pet. ¶ 7 is the same ICA referred to throughout this *Joint Response* as the Sprint ICA, and to which AT&T, Sprint PCS and Sprint CLEC are all parties; that the most recent multi-year term of the Sprint ICA expired on March 19, 2010, but the agreement continues as provided therein on a month-to-month basis until a Subsequent Agreement becomes effective; and, that Sprint denies the remaining allegations contained in Wireless Pet. ¶ 7.

Wireless Pet. ¶ 8: AT&T South Carolina and Nextel Partners are currently parties to an ICA that was adopted by Nextel Partners, pursuant to the Commission's Order No. 2008-649 dated October 22, 2008 in Docket No. 2007-256-C. The ICA's term expired on March 19, 2010. Pursuant to the terms of the ICA, however, the ICA remains in effect after its term expires (assuming no termination for breach of the ICA or otherwise) until a new ICA is negotiated and signed by the parties.

Sprint Joint Response: Sprint admits the allegations contained in the first sentence in Wireless Pet. ¶ 8. Sprint further affirmatively states that the "adopted" ICA referred to in Wireless Pet. ¶ 8 is the same ICA referred to throughout this *Joint Response* as the Sprint ICA, and to which AT&T, Sprint PCS and Sprint CLEC are all parties; that the most recent multi-year term of the Sprint ICA expired on March 19, 2010, but the agreement continues as provided therein on a month-to-month basis until a Subsequent Agreement becomes effective; and, that Sprint denies the remaining allegations contained in Wireless Pet. ¶ 8.

Wireless Pet. ¶ 9 / Wireline Pet. ¶ 4: In anticipation of the expiration of the current ICA, and pursuant to the terms of that ICA, **[Sprint CMRS / Sprint CLEC]** sent AT&T South Carolina a written request for negotiation of a new interconnection agreement, requesting that the current interconnection agreement between AT&T South Carolina and **[Sprint CMRS / Sprint CLEC]** in South Carolina be used as the starting point for negotiations.

Sprint Joint Response: Sprint admits that on September 16, 2009, in anticipation of the expiration of the most recent multi-year term of the Sprint ICA, and pursuant to the terms of the Sprint ICA, Sprint sent AT&T a letter that, among other things, expressly stated:

> Pursuant to Sections 251, 252 and 332 of the Communications Act of 1934, as amended ("Act"), General Terms and Conditions – Part A Section 3 of the parties' current interconnection agreements ("Section 3"), and AT&T Merger Commitment No. 3[ ], Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel South Corp., and NPCR, Inc. d/b/a Nextel Partners (collectively "Sprint") request commencement of interconnection negotiations for a Subsequent Agreement (as defined in Section 3) with … AT&T … using the parties' pre-existing South Carolina interconnection agreement ("South Carolina ICA") as the starting point for such negotiations.
>
> Sprint is agreeable to a 3-year extension of the existing South Carolina ICA without further revisions at this time. If AT&T is not agreeable to such an extension, Sprint requests AT&T to provide an electronic, soft-copy redline of the South Carolina ICA that reflects any and all changes that AT&T seeks to the South Carolina ICA. Sprint recognizes that in the context of Kentucky ICA adoption proceedings over the past year the parties have negotiated mutually acceptable updates to several of the ICA Attachments. From Sprint's perspective, if AT&T's redlines essentially end up tracking the parties' prior updates to the Kentucky ICA Attachments, the parties' may be able to quickly narrow the likely remaining open issues to Attachment 3. Upon receiving AT&T's proposed redline of the South Carolina ICA, Sprint can determine what, if any, proposed changes it may have to the South Carolina ICA and at that point propose the scheduling of an initial negotiation call.

Sprint affirmatively states that a copy of its September 16, 2009, letter is attached hereto as **SPRINT EXHIBIT 1**, but Sprint denies the remaining allegations contained in Wireless Pet. ¶ 9 / Wireline Pet. ¶ 4.

Wireless Pet. ¶ 10 / Wireline Pet. ¶ 5: Thereafter, AT&T South Carolina provided a draft of the proposed successor interconnection agreement to **[Sprint CMRS / Sprint CLEC]**, and the parties have negotiated the terms and conditions of the proposed agreement.

Sprint Joint Response: In light of the pre-Petition communications and materials exchanged between the parties, Sprint cannot determine what AT&T is intending to assert by its allegations in Wireless Pet. ¶ 10 / Wireline Pet. ¶ 5 and, therefore, denies such allegations. However, assuming such allegations are an attempt to summarize the scope and extent of pre-Petition communications and materials exchanged between the parties, Sprint further affirmatively states:

1. In response to Sprint's letter of September 16, 2009, Sprint received a letter from AT&T dated September 24, 2009. AT&T's letter recognized that Sprint had requested negotiations for a Subsequent Agreement using the parties' existing agreement as the starting point. AT&T further asserted that "AT&T will be providing separate redlined agreements to Sprint for Sprint's CLEC and CMRS entities to replace the current combined agreements."

2. Between September 11th and 17th, 2009, AT&T sent Sprint proposed redlines that attempted to convert the Sprint ICA into a separate Sprint CMRS ICA and Sprint CLEC ICA and also sent a proposed Commercial Transit Agreement directed to Sprint CLEC. AT&T's redlines not only attempted to eliminate the combined wireless/wireline nature of the existing Sprint ICA, but appeared to make wholesale incorporation of new language premised upon AT&T's post-merger 22-state generic wireless and generic wireline terms and conditions. Further, AT&T appears to have proceeded down this path without any regard for whether or not (a) any of its proposed redlines were *necessary* in light of pre-existing Sprint ICA language that the parties had operated under for more than ten (10) years without issue, or (b) AT&T's respective redlines proposed different language for no apparent reason *as between its own redlines*.

3. While Sprint maintained its right to have either a single ICA or two substantively identical ICAs (with only limited technology-based differences based upon Sprint's consent or as required by FCC rule), Sprint attempted to provide joint, consistent redline replies to AT&T's redlines.

4. On November 9th and 10th, 2009, AT&T sent Sprint an initial draft wireless DPL and an initial draft wireline DPL. Although these DPLs did not initially include the one vs. two contract issue, the issue was ultimately recognized and

included as the number one issue in subsequent draft AT&T DPLs sent to Sprint on December 4, 2009. Likewise, the one vs. two contract issue became issue number 2 on a comprehensive combined wireless/wireline draft DPL that Sprint delivered to AT&T on December 9, 2009.

5. On January 18, 2010, AT&T sent Sprint a certain proposed Commercial Transit Agreement directed to the Sprint wireless entities.

6. On January 22, 2010, Sprint attempted to obtain an agreement with AT&T to address the issue of one vs. two contracts, and the need for a DPL that would drive easy identification and resolution of non-technology differences between AT&T's "wireless" vs. "wireline" proposed edits.

7. On January 22, 2010, the parties reached an agreement that AT&T would be the filing party in the anticipated Kentucky arbitration and, as to South Carolina, whoever the filing party may ultimately be, the filing party in South Carolina would include all information in its filing that the non-filing party provided to the filing party by April 14, 2010. As of March 1, 2010, the parties also agreed that AT&T would be the petitioning party in each of the remaining states of Tennessee, North Carolina, Georgia, Florida, Alabama, Louisiana, Mississippi and South Carolina. However, the parties never reached an agreement regarding either the one contract vs. two contract issue, or a mutually acceptable way to present in a single DPL the multiple competing versions of AT&T's language juxtaposed with Sprint's single response to such inconsistencies.

8. Pursuant to the parties' January 22, 2010, agreement, on March 10, 2010, Sprint provided AT&T the Sprint materials to be included in the petition to be filed by AT&T. These materials represented the same materials Sprint had provided AT&T for its filing in Kentucky, and the parties agreed that such materials would be used as Sprint's pre-petition materials provided to AT&T for each of the remaining states. Sprint's pre-petition materials continued to include three preliminary issues that it had previously identified to AT&T, the second of which specifically addressed the one vs. two contract issue. Sprint never consented to the deletion of such issues from inclusion in any petition to be filed by AT&T, nor did the parties ever discuss the filing of two separate arbitration petitions in any state.

9. The sheer volume and complexity resulting from AT&T's insistence on two contracts *without identifying and rationalizing any differences between its own competing language* resulted in little meaningful pre-petition good-faith negotiations (i.e., prior to March 24, 2010) as to what one would expect to be the truly substantive issues that should remain for arbitration.

B. JURISDICTION AND TIMING

Wireless Pet. ¶ 11 / Wireline Pet. ¶ 6: Section 252(b)(1) of the 1996 Act allows either party to the negotiation to request arbitration during the period between the 135th day and the 160th day from the date the request for negotiation was received. By agreement of the parties, **[Sprint CMRS's / Sprint CLEC's]** request for negotiation was received November 15, 2009. Accordingly, the "arbitration window" closes on April 24, 2010, and this Petition is timely filed.

Sprint Joint Response: Sprint admits the allegations contained in Wireless Pet. ¶ 11 / Wireline Pet. ¶ 6.

Wireless Pet. ¶ 12 / Wireline Pet. ¶ 7: Section 252(b)(4)(C) of the 1996 Act requires the Commission to render a decision in this proceeding within nine months after the date upon which the request for interconnection negotiations was received. Accordingly, the 1996 Act requires the Commission to render a decision in this proceeding, absent an agreed extension, not later than August 15, 2010.

Sprint Joint Response: Sprint admits the allegations contained in Wireless Pet. ¶ 12 / Wireline Pet. ¶ 7. Sprint further affirmatively states that Section 252(b)(4)(B) requires the parties to provide such information as may be necessary for the Commission to reach a decision on the unresolved issues, and Section 252(b)(5) makes clear that as part of their respective obligations the parties are required to cooperate with the Commission and continue to negotiate in good faith. As further explained in greater detail throughout this *Joint Response*, AT&T's attempts to convert what should have been one negotiation and arbitration into two separate matters has directly contributed to the increased complexity of these proceedings.

C. ISSUES FOR ARBITRATION

Wireless Pet. ¶ 13 / Wireline Pet. ¶ 8: Although the parties have engaged in negotiations, many open issues remain. AT&T South Carolina hopes the parties will be able to resolve additional disputed issues before the hearing in this Docket.

Sprint Joint Response: As its response to the allegations contained in the first sentence of Wireless Pet. ¶ 13 / Wireline Pet. ¶ 8, Sprint incorporates by reference its response to Wireless Pet. ¶ 10 / Wireline Pet. ¶ 5. Sprint has insufficient information to be able to either admit or deny the allegations contained in the second sentence of Wireless Pet. 13 / Wireline Pet. ¶ 8. Sprint affirmatively states, however, that the parties have been engaged in initial good faith negotiation sessions that began on March 24 which have been continuing, and in which the parties have been making meaningful progress towards narrowing their differences.

Wireless Pet. ¶ 14 / Wireline Pet. ¶ 9: AT&T South Carolina submits herewith as Exhibit A CD containing the proposed interconnection agreement that reflects the parties' disagreements as they stand as of the date of this filing. [footnote omitted] Most of the language in Exhibit A is in normal font; the parties have agreed on that language. Language that AT&T South Carolina proposes and **[Sprint CMRS / Sprint CLEC]** opposes is **bold and underlined**. Language that **[Sprint CMRS / Sprint CLEC]** proposes and AT&T South Carolina opposes is in ***bold italics***.

Sprint Joint Response: Sprint denies the allegations contained in the first sentence of Wireless Pet. ¶ 14 / Wireline Pet. ¶ 9, and affirmatively states that Sprint has not agreed to the use of two separate ICAs or DPLs between Sprint and AT&T, *i.e.* one "wireless" and one "wireline," as depicted in the separate Exhibit B and C attached to each AT&T Petition. With

respect to each AT&T Petition Exhibit B, subject to the parties ongoing negotiations referred to in Sprint's preceding Joint Response to AT&T's Wireless Pet. ¶ 13 / Wireline Pet. ¶ 8, Sprint admits the allegations contained in the third sentence in Wireless Pet. ¶ 14 / Wireline Pet. ¶ 9 that AT&T South Carolina's proposed but disputed language is intended to be depicted in **bold and underlined** font and Sprint's proposed language is intended to be depicted ***in bold italics***; but, Sprint denies the remaining allegations contained in the second, third, and fourth sentences in Wireless Pet. ¶ 14 / Wireline Pet. ¶ 9; and, affirmatively states that not all of the language depicted in "normal font" in Exhibit B is language agreed upon by the parties, not all of the parties' respective agreed language has been included, nor is all of the parties' respective proposed but disputed language completely or accurately depicted in Exhibit B in either **bold and underlined** or ***bold italics***.

Wireless Pet. ¶ 15 / Wireline Pet. ¶ 10: Also submitted herewith, as Exhibit B, is an issues matrix or Decision Point List ("DPL") that identifies the issues set forth for arbitration. The DPL assigns an Issue Number [footnote omitted] to each passage (or related passages) of disputed language, and, for each issue, identifies the issue presented and sets forth in short form AT&T South Carolina's position on the issue and **[Sprint CMRS's / Sprint CLEC's]** position as AT&T South Carolina understands it.

Sprint Joint Response: With respect to the issues matrix / DPL attached to each AT&T Petition, Sprint admits that Exhibit B identifies some of the parties' issues set forth for arbitration and, as to each issue identified by AT&T, AT&T has further stated its description and short form positions on those issues, but denies the remaining allegations contained in Wireless Pet. ¶ 15 / Wireline Pet. ¶ 10. Sprint further affirmatively states that AT&T has not included all of the

issues and related information contained in the materials that, pursuant to the parties' agreement, Sprint provided AT&T on March 10, 2010, for inclusion in AT&T's arbitration filing, or a complete and accurate depiction of the "resolved" issues referred to in footnote 1 of AT&T's Petitions. Attached hereto as **SPRINT EXHIBIT 2** is Sprint's proposed Consolidated Joint DPL format, which seeks to cross-reference the issues as stated in each of AT&T's Exhibit B DPLs to Sprint's proposed contract language and summary position statements.

Wireless Pet. ¶ 16 / Wireline Pet. ¶ 11: Pursuant to 47 U.S.C. § 252(b)(2)(B) and S.C. Code Ann. § 58-4-10, AT&T South Carolina is providing a copy of this Petition and the accompanying documentation to **[Sprint CMRS / Sprint CLEC]** and the Office of Regulatory Staff on or before the day on which this Petition is filed with the Commission.

Sprint Joint Response: Sprint admits the allegations contained in Wireless Pet. ¶ 16 / Wireline Pet. ¶ 11.

Sprint Further Joint Response to all Allegations of the Wireless Petition / Wireline Petition: Sprint denies each and every allegation of the Petition to the extent not otherwise expressly identified and admitted herein.

IV.

AFFIRMATIVE DEFENSES

1. Information services traffic is not subject to access charges, and the FCC has yet to determine whether Interconnected VoIP traffic is an information service or a telecommunications service. Until the FCC makes such a determination, the Commission lacks jurisdiction to establish a rate to be charged by either party for Interconnected VoIP traffic, and

the same should be exchanged on either a bill and keep basis or, at most, using TELRIC-based reciprocal compensation rates.

2. VoIP traffic is information service traffic and, therefore is not subject to access charges. Until the FCC otherwise makes a determination as to the rate to be charged by either party for VoIP traffic, the Commission lacks jurisdiction to establish a rate to be charged by either party for VoIP traffic, and the same should be exchanged on either a bill and keep basis or, at most, using TELRIC-based reciprocal compensation rates.

3. The FCC has yet to implement any rules that establish the compensation mechanism for inter-MTA traffic. Until the FCC makes such a determination, the Commission lacks jurisdiction to establish a rate to be charged by either party for inter-MTA traffic, and the same should be exchanged on either a bill-and-keep basis or, at most, TELRIC-based reciprocal compensation rates applied in a manner that further recognizes the Sprint wireless entities incur more cost to terminate an AT&T originated land-to-mobile inter-MTA call than it costs AT&T to terminate a Sprint originated mobile-to land inter-MTA call.

4. Sprint reserves the right to designate additional defenses as they become apparent through the course of discovery, investigation and otherwise.

V.

CONCLUSION AND PRAYER FOR RELIEF

Sprint respectfully requests the Commission to:

a) Issue a procedural Order that:

i) Consolidates Docket Nos. 2010-154-C and 2010-155-C for all purposes;

ii) Requires the parties to further confer, create and file a consolidated wireless/wireline issues matrix/decision point list (DPL) by a specified date (or such further additional date as may be reasonably

necessary and requested by the parties). The Commission should require that such Consolidated Joint DPL include, among other things, a side-by-side presentation of respectively proposed disputed contract language and positions, and affirmatively identify those contract provisions that: (a) either party contends should be different as between the Sprint entities based upon the technology used by Sprint in providing its services; and (b) are neither in dispute or have otherwise been resolved;

iii) Directs the parties to continue good faith negotiations up to the consolidated arbitration hearing date; and

iv) Directs the parties to inform the Commission within forty-five (45) days after the submission of the Consolidated Joint DPL regarding the further resolution of any outstanding issues.

b) Arbitrate the unresolved issues between Sprint and AT&T as described in an appropriately filed Consolidated Joint DPL, within the timetable specified in the Act, or within a mutually acceptable alternative timetable;

c) Retain jurisdiction of this arbitration until the Parties have submitted a Subsequent Agreement for approval in accordance with Section 252(e) of the Act;

d) Retain jurisdiction of this arbitration and the Parties hereto as necessary to enforce the Subsequent Agreement; and

[signature page to follow]

e) Grant such other and further relief as the Commission deems just and proper.

Respectfully submitted this 18th day of May, 2010.

/S/ John J. Pringle, Jr.
John J. Pringle, Jr.
Ellis, Lawhorne & Sims, P.A.
1501 Main Street, 5th Floor
Columbia, SC 29201
(o) 803.343.1270
(f) 803.799.8479
jpringle@ellislawhorne.com

William R. Atkinson
Sprint Nextel
233 Peachtree Street, NE, Suite 2200
Atlanta, GA 30303
Tel: (404) 649-8981
Fax: (404) 649-8980
Email: bill.atkinson@sprint.com

-and-

Joseph M. Chiarelli
6450 Sprint Parkway
Mailstop: KSOPHN0214-2A671
Overland Park, KS 66251
(913) 315-9223
Fax: (913) 523-9623
Email: joe.m.chiarelli@sprint.com

Attorneys for Sprint

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing has been served by electronic mail service on the following this 18th day of May, 2010:

Patrick W. Turner, Esquire
AT&T South Carolina
1600 Williams Street
Suite 5200
Columbia SC 29201

Shealy Boland Reibold, Esquire
Office of Regulatory Staff
Legal Department
PO Box 11263
Columbia SC 29211

/S/ Carol Roof

Carol Roof
Paralegal